



ANTHONY D. CORTESE, Sc. D.
Commissioner

56142

The Commonwealth of Massachusetts

Executive Office of Environmental Affairs

Department of Environmental Quality Engineering

One Winter Street, Boston 02108

OFFICE OF GENERAL COUNSEL, 9TH FLOOR, TELEPHONE 292-5568

June 1, 1982

Susan Cooke, Esq.
28 State Street
Boston, Massachusetts 02109

Dear Susan:

Enclosed is a copy of the order and M. O. U.
for Cornell-Dubilier.

Please have it signed in the appropriate place
and return a copy to me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Pope".

Willard R. Pope
General Counsel

WRP/gs

Enclosure

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL QUALITY ENGINEERING

In re:

Cornell-Dubilier Electronics
Corporation
1604 East Rodney French Boulevard
New Bedford, Massachusetts 02744

Respondent

ORDER

I. PRELIMINARY STATEMENT

1. This is under G.L. c. 21, §§26-53 (the Clean Waters Act) and c. 21C (the Hazardous Waste Management Act) against Cornell-Dubilier Electronics Corporation (CDE).

II. DEQE ALLEGATIONS

2. CDE owns and operates a factory in New Bedford, Massachusetts, at which it manufactures electrical capacitors.

3. Prior to July of 1978, CDE made use of polychlorinated biphenyls (PCBs) in the course of its manufacturing operations. In particular, PCBs were used as a component of dielectric fluids, which were used as a component of capacitors.

4. CDE ceased using PCBs as an intended component of its dielectric fluids in July, 1978.

5. On June 19, 1981, personnel from Versar, Inc., an authorized representative of EPA, inspected CDE's factory to determine compliance with the federal requirements governing marking and disposal of PCBs. 40 C.F.R. Part 761.

6. The inspectors took two soil samples from the yard area behind CDE's plant. Analysis by Versar showed that these samples contained

46,000 parts per million (ppm) and 99,000 ppm PCBs, respectively.

7. The inspectors took a third sample near a building in the rear yard known as "Annex 7", near to a point of run-off into the municipal sewer system. Analysis showed that this sample contained 4,400 ppm PCBs.

8. A fourth soil sample was obtained from a sewage discharge ditch leading from CDE's building. Analysis showed that this sample contained 666 ppm PCBs.

ORDER

Based on the foregoing, it is hereby ordered that CDE carry out the terms and conditions of the memorandum of understanding with DEQE which it entered into on _____, and is attached. The terms and conditions of the memorandum of understanding are incorporated by reference into this order.

Any person aggrieved by this Order is hereby notified of their right to a formal hearing pursuant to the provisions of G.L. Chapter 30A, Section 10. The request for a hearing must be made in writing to the Department of Environmental Quality Engineering within twenty-one (21) days of the date of issuance of this Order and should be addressed to:

Docket Clerk
Department of Environmental Quality Engineering
One Winter Street, 9TH Floor
Boston, MA 02108



Paul T. Anderson, Regional Environmental Engineer
for the Commissioner
Department of Environmental Quality Engineering

Thomas C. McMahon

Thomas C. McMahon
Director
Division of Water Pollution Control

issued: May 27, 1982

MEMORANDUM OF UNDERSTANDING

I. Preliminary Statement

This is a memorandum of understanding entered into by the Department of Environmental Quality Engineering (DEQE) and Cornell-Dubilier Electronics Corporation (CDE) concerning activities, operations and conditions on the site of CDE's New Bedford, Massachusetts plant (the plant site).

II. General Provisions

A. Designation of Coordinator

Within thirty (30) days of issuance of this agreement CDE shall designate a coordinator, who shall be responsible for administration of studies called for by this agreement, and submit the coordinator's name to DEQE. DEQE shall at the same time designate a coordinator for administration of its responsibilities and receipt of all written matter required by this agreement.

B. Prior Approval; Emergency Action

CDE shall refrain from taking any action which might conflict, interfere or be inconsistent with the implementation of this agreement unless such action has been approved in advance by DEQE; provided, however, that CDE may, if necessary, take reasonable measures if sudden or unexpected events have made prior consultation infeasible, under which circumstances CDE shall notify and consult with DEQE as soon as reasonably possible.

C. Independent Consultants

All proposals, studies, and reports required by this agreement

to be submitted by CDE shall be prepared or reviewed by an independent consultant or consultants.

D. Access to CDE Property and Information

Upon the issuance of this agreement and until the fulfillment of all the provisions contained herein, CDE shall permit DEQE and its designated employees, professional consultants and other authorized representatives, to enter and inspect the plant site during normal business hours for the purpose of (1) verifying that no action is being taken in violation of this agreement, (2) observing, monitoring and sampling of soils, surface and ground waters, effluent, wastes or any material which has escaped its container, whether in or upon the ground or on CDE's property, (3) inspecting records relative to matters covered by this agreement, (4) monitoring the progress of CDE in fulfilling the provisions of this agreement, and (5) verifying any information submitted by CDE to DEQE in accordance with the implementation of this agreement. Without limiting the scope of the foregoing, DEQE shall make reasonable efforts in good faith to coordinate its entries and other actions under this paragraph with those of state and local agencies relating to the matters covered herein. All information disclosed or submitted by CDE pursuant to this agreement shall be subject to the confidentiality provisions set forth in Part IV of this agreement.

E. Advance Notice and Duplicate Samples

CDE and DEQE shall provide notice to each other of any excavating, drilling, or sampling to be conducted pursuant to this agreement at

the date of such excavating, drilling or sampling, and each party shall provide to the other, upon request and to the extent feasible, a duplicate of any sample taken pursuant to this agreement. In the event that CDE or DEQE wishes to take action prior to expiration of the five-day notice period, the other party should be informed and its consent obtained. CDE and DEQE shall cooperate with each other, and each will provide to the other on request any information in its possession regarding the matters covered by this agreement.

F. Quality Control

CDE and its consultants shall allow DEQE to examine the quality control procedures in use in the sampling and analysis undertaken pursuant to this agreement. Such procedures shall conform with industrial practices necessary to implement this agreement.

G. Analytical Procedures

All sampling and analysis conducted by CDE pursuant to this agreement shall be performed according to this approved analytical procedures and protocols for analysis of PCB content. In any measurement of PCB concentration in any soil or sediment samples for the purpose of this agreement, the weight of the sample shall be its dry weight.

H. Coordination With Federal and Local Agencies

CDE and DEQE shall use their best efforts in good faith to coordinate the actions required to be taken under this agreement with the actions to be taken under any order which may be issued by the Environmental Protection Agency (EPA) to CDE. DEQE and CDE shall

make all reasonable efforts to coordinate all actions taken under this agreement with state and local agencies. Such coordination shall include provision of notice and duplicate samples, upon request. Should any conflicts arise between EPA and DEQE regarding review or approval of actions taken under this agreement and under the agreement and order entered into by EPA and CDE under the Federal Toxic Substances Control Act (TSCA), then the EPA determination regarding such approval shall prevail.

I. Disposition of Charges and Allegations

It is agreed between DEQE and CDE that implementation of the action program called for in this agreement shall constitute a full and final disposition of all charges and allegations made or which could have been made by DEQE based upon the Versar inspection of June 19, 1981 concerning activities, operations or conditions on the site of CDE's New Bedford, Massachusetts plant (the plant site), excluding any off-site effects.

J. Reservations of Rights

DEQE retains whatever rights are available to it under the Clean Waters Act, the Hazardous Waste Management Act, and any other relevant provision of law to initiate subsequent enforcement proceedings based on developments which take place or information which is received after the date of this agreement, including developments or information arising in the course of CDE's implementation of this agreement. Nothing in this agreement shall be construed to limit such authority. CDE retains the right to contest any orders or actions brought by DEQE or by any other persons.

III. Program of Action

A. Implementation

Upon issuance of this agreement, CDE shall implement the approved action program, as set forth in Appendix A of this agreement, within the approved schedule included in Appendix A.

B. Recorded Notice

Within ninety (90) days of issuance of this agreement, CDE shall submit to DEQE, for review and approval, a proposed notice of the following measures to be recorded in the Bristol County Registry of Deeds: the containment measures taken in the plant yard; the long term paving maintenance measures; and the water monitoring measures approved and required pursuant to this agreement.

C. Reports

Ninety (90) days after issuance of this agreement, CDE shall submit to DEQE a report describing its progress with the program of action. Within ninety days after completion of all measures other than long-term monitoring and maintenance, CDE shall submit a final report describing the work that has been carried out and the results that have been obtained.

CDE shall notify DEQE of any failure to meet any date in the approved schedules, and of any other significant delays. The reports shall include a statement of the cause of such delays, the date by which the delayed elements of the study will be completed, and the effect on CDE's ability to meet the remaining

schedule for completion of the study.

D. Modification of Plans

At any time in the course of implementation of the remedial action program, CDE or its consultants may confer with EPA concerning the program. CDE may request DEQE approval, based on new information or changed circumstances, of modifications to the measures and procedures previously approved. Approval or disapproval of substantive modifications shall be provided in writing, and if approved, shall be implemented upon approval.

III. Post-Containment Monitoring, Maintenance, and Notice to Subsequent Owners

A. Long-term Monitoring and Maintenance

Upon completion of the containment measures in the plant yard, CDE shall commence the program of long-term monitoring and maintenance set forth in Appendix A. The program shall include selection of locations for three to five run-off monitoring sites, which locations shall be subject to EPA approval.

B. Recorded Notice

Upon completion of the containment measures in the plant yard, CDE shall record the notice to subsequent owners and operators which has been submitted to DEQE and approved pursuant to Part II, paragraph B, above.

C. Reporting; Modification of Plans; Continued Monitoring

CDE shall provide reports on the results obtained from the long-term

monitoring program, according to the approved schedule in Appendix A. In the course of the monitoring program, CDE may confer with DEQE, and, if it chooses, request DEQE approval of a modification of the schedule or termination of the program, on the basis that the data shows that such changes would be appropriate. Approval or disapproval of substantive modifications shall be provided in writing, and the modification, if approved, shall be implemented upon approval.

DEQE reserves the right to take new action for the purpose of requiring continued monitoring beyond the schedule in Appendix A if DEQE determines on the basis of the available evidence that continued monitoring is necessary.

IV. Confidentiality

CDE may assert a business confidentiality claim covering part or all of the information requested by this agreement, in the manner described G.L. c.21, §12. Information covered by such a claim will be disclosed by DEQE only to the extent, and by means of the procedures, set forth in the Department's Regulations. If no such claim accompanies the information when it is received by DEQE, it may be made available to the public by DEQE without further notice to CDE.

Date:

May 27, 1982

by:



Regional Environmental Engineer
for the Commissioner